

<b>ORDER FOR SUPPLIES OR SERVICES</b>												PAGE 1 OF 18	
1. CONTRACT/PURCH. ORDER/ AGREEMENT NO. <b>N66001-15-D-0056</b>				2. DELIVERY ORDER/ CALL NO. <b>0005</b>		3. DATE OF ORDER/ CALL (YYYYMMDD) <b>2015 Sep 30</b>		4. REQ./ PURCH. REQUEST NO.  <b>1300528282</b>		5. PRIORITY			
6. ISSUED BY SPAWAR SYSTEMS CENTER PACIFIC BRYAN MANSFIELD, CODE 22560 BRYAN.MANSFIELD@NAVY.MIL 53560 HULL STREET SAN DIEGO CA 92152-5001				CODE <b>N66001</b>		7. ADMINISTERED BY (if other than 6) DCMA MANASSAS 14501 GEORGE CARTER WAY, 2ND FLOOR CHANTILLY VA 20151  SCD: C				8. DELIVERY FOB <input checked="" type="checkbox"/> DESTINATION <input type="checkbox"/> OTHER  (See Schedule if other)			
9. CONTRACTOR SOFTPOWER, LLC DUNS #: 969933899 NAME AND ADDRESS 3050 CHAIN BRIDGE ROAD, SUITE 420 FAIRFAX VA 22030-2834				CODE <b>6KKN1</b>		FACILITY		10. DELIVER TO FOB POINT BY (Date) (YYYYMMDD) <b>SEE SCHEDULE</b>		11. MARK IF BUSINESS IS <input checked="" type="checkbox"/> SMALL <input checked="" type="checkbox"/> SMALL DISADVANTAGED <input checked="" type="checkbox"/> WOMEN-OWNED			
12. DISCOUNT TERMS								13. MAIL INVOICES TO THE ADDRESS IN BLOCK See Basic Contract Section G					
14. SHIP TO  <b>SEE SCHEDULE</b>				CODE		15. PAYMENT WILL BE MADE BY DFAS-COLUMBUS CENTER DFAS-CO/SOUTH ENTITLEMENT OPS P.O. BOX 182264 COLUMBUS OH 43218-2264				CODE <b>HQ0338</b>  <b>MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.</b>			
16. TYPE OF ORDER		DELIVERY/ CALL		<input checked="" type="checkbox"/>		This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract.							
		PURCHASE		<input type="checkbox"/>		Reference your quote dated Furnish the following on terms specified herein. REF:							
ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.													
NAME OF CONTRACTOR				SIGNATURE				TYPED NAME AND TITLE				DATE SIGNED (YYYYMMDD)	
<input checked="" type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies: <b>1</b>													
17. ACCOUNTING AND APPROPRIATION DATA/ LOCAL USE  <b>See Schedule</b>													
18. ITEM NO.		19. SCHEDULE OF SUPPLIES/ SERVICES				20. QUANTITY ORDERED/ ACCEPTED*		21. UNIT		22. UNIT PRICE		23. AMOUNT	
		<b>SEE SCHEDULE</b>											
* If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.				24. UNITED STATES OF AMERICA TEL: 619-553-5493 EMAIL: robert.ashley@navy.mil BY: Robert Ashley				(b)(6)		25. TOTAL \$121,956.85		26. DIFFERENCES	
27a. QUANTITY IN COLUMN 20 HAS BEEN <input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED													
b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE						c. DATE (YYYYMMDD)		d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE					
e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE						28. SHIP NO.		29. DO VOUCHER NO.		30. INITIALS			
f. TELEPHONE NUMBER			g. E-MAIL ADDRESS			<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		32. PAID BY		33. AMOUNT VERIFIED CORRECT FOR			
36. I certify this account is correct and proper for payment.						31. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				34. CHECK NUMBER			
a. DATE (YYYYMMDD)		b. SIGNATURE AND TITLE OF CERTIFYING OFFICER								35. BILL OF LADING NO.			
37. RECEIVED AT		38. RECEIVED BY		39. DATE RECEIVED (YYYYMMDD)		40. TOTAL CONTAINERS		41. S/R ACCOUNT NO.		42. S/R VOUCHER NO.			

## Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		1	Lot		(b)(4)
	Services				
	CPFF				
	Base Period. Services in accordance with the Performance Work Statement (PWS), Attachment 1 to this task order. This is a level-of-effort task order, severable in nature. The required level of effort for this period is (b)(4) labor hours. Period of Performance: 1 year.				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: 1300528282				
				ESTIMATED COST	(b)(4)
				FIXED FEE	(b)(4)
				TOTAL EST COST + FEE	(b)(4)
	ACRN AA				(b)(4)
	CIN: 130052828200001				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002		1	Lot		(b)(4)
	Other Direct Costs (ODC)				
	COST				
	Materials for the Base Period.				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: 1300528282				
				ESTIMATED COST	\$15,680.05
	ACRN AA				(b)(4)
	CIN: 130052828200001				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003			Lot		NSP
	Base Period Data IAW Exhibit A				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004		1	Lot		(b)(4)
OPTION	Services CPFF Option 1 Period. Services in accordance with the Performance Work Statement (PWS), Attachment 1 to this task order. This is a level-of-effort task order, severable in nature. The required level of effort for this period is (b)(4) labor hours. Period of Performance: 1 year. FOB: Destination				
				ESTIMATED COST	(b)(4)
				FIXED FEE	(b)(4)
				TOTAL EST COST + FEE	(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005		1	Lot		(b)(4)
	Other Direct Costs (ODC) COST Materials for the Option 1 Period. FOB: Destination				
				ESTIMATED COST	(b)(4)

OPTION

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006			Lot		NSP
OPTION	Option 1 Period Data IAW Exhibit A				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007		1	Lot		(b)(4)
OPTION	Services CPFF Option 2 Period. Services in accordance with the Performance Work Statement (PWS), Attachment 1 to this task order. This is a level-of-effort task order, severable in nature. The required level of effort for this period is (b)(4) labor hours. Period of Performance: 1 year. FOB: Destination				
ESTIMATED COST					(b)(4)
FIXED FEE					(b)(4)
TOTAL EST COST + FEE					(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008		1	Lot		(b)(4)
	Other Direct Costs (ODC) COST Materials for the Option 2 Period. FOB: Destination				
				ESTIMATED COST	(b)(4)

## OPTION

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009			Lot		NSP
OPTION	Option 2 Period Data IAW Exhibit A				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010		1	Lot		(b)(4)
OPTION	Services CPFF Option 3 Period. Services in accordance with the Performance Work Statement (PWS), Attachment 1 to this task order. This is a level-of-effort task order, severable in nature. The required level of effort for this period is (b)(4) labor hours. Period of Performance: 1 year. FOB: Destination				
				ESTIMATED COST	(b)(4)
				FIXED FEE	(b)(4)
				TOTAL EST COST + FEE	(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011		1	Lot		(b)(4)
	Other Direct Costs (ODC) COST Materials for the Option 3 Period. FOB: Destination				
				ESTIMATED COST	(b)(4)

OPTION

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012			Lot		NSP
OPTION	Option 3 Period Data IAW Exhibit A				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0013		1	Lot		(b)(4)
OPTION	Services CPFF Option 4 Period. Services in accordance with the Performance Work Statement (PWS), Attachment 1 to this task order. This is a level-of-effort task order, severable in nature. The required level of effort for this period is (b)(4) labor hours. Period of Performance: 1 year. FOB: Destination				
ESTIMATED COST					(b)(4)
FIXED FEE					(b)(4)
TOTAL EST COST + FEE					(b)(4)



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0014		1	Lot		(b)(4)

Other Direct Costs (ODC)

COST

Materials for the Option 4 Period.

FOB: Destination

ESTIMATED COST

(b)(4)

OPTION

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0015			Lot		NSP
OPTION	Option 4 Period Data IAW Exhibit A				

CLAUSES INCORPORATED BY FULL TEXT

**5252.216-9201 PAYMENT OF FIXED FEE BASED ON STAFF-HOURS (TERM TYPE) (NOV 2003)**

The fixed fee for work performed under this contract is (b)(4) for the Base Period, (b)(4) for the Option 1 Period, (b)(4) for the Option 2 Period, (b)(4) for the Option 3 Period, and (b)(4) for the Option 4 Period, *provided* that not less than the following staff-hours of direct labor are so employed on such work by the Contractor: (b)(4) hours for the Base Period, (b)(4) hours for the Option 1 Period, (b)(4) hours for the Option 2 Period, (b)(4) hours for the Option 3 Period, and (b)(4) hours for the Option 4 Period. If substantially less than the stated number of staff-hours of direct labor are so employed for such work, the fixed fee shall be equitably reduced to reflect the reduction of work. The Government shall make payments to the Contractor when requested as work progresses, but not more frequently than biweekly, on account of the fixed fee, equal to (b)(4) percent of the amounts invoiced by the Contractor under the "Allowable Cost and Payment" clause hereof for the related period, subject to the withholding provisions of paragraph (b) of the "Fixed Fee" clause provided that the total of all such payments shall not exceed eighty-five percent (85%) of the fixed fee. Any balance of fixed fee due the contractor shall be paid to the Contractor, and any overpayment of fixed fee shall be repaid to the Government by the Contractor, or otherwise credited to the Government, at the time of final payment.

(End of clause)

## Section E - Inspection and Acceptance

## INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
0005	Destination	Government	Destination	Government
0006	Destination	Government	Destination	Government
0007	Destination	Government	Destination	Government
0008	Destination	Government	Destination	Government
0009	Destination	Government	Destination	Government
0010	Destination	Government	Destination	Government
0011	Destination	Government	Destination	Government
0012	Destination	Government	Destination	Government
0013	Destination	Government	Destination	Government
0014	Destination	Government	Destination	Government

0015 Destination

Government

Destination

Government

## Section F - Deliveries or Performance

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 30-SEP-2015 TO 29-SEP-2016	N/A	N/A FOB: Destination	
0002	POP 30-SEP-2015 TO 29-SEP-2016	N/A	N/A FOB: Destination	
0003	POP 30-SEP-2015 TO 29-SEP-2016	N/A	N/A FOB: Destination	
0004	N/A	N/A	N/A	N/A
0005	N/A	N/A	N/A	N/A
0006	N/A	N/A	N/A	N/A

0007	N/A	N/A	N/A	N/A
0008	N/A	N/A	N/A	N/A
0009	N/A	N/A	N/A	N/A
0010	N/A	N/A	N/A	N/A
0011	N/A	N/A	N/A	N/A
0012	N/A	N/A	N/A	N/A
0013	N/A	N/A	N/A	N/A
0014	N/A	N/A	N/A	N/A
0015	N/A	N/A	N/A	N/A

Section G - Contract Administration Data

ACCOUNTING AND APPROPRIATION DATA

AA: 97X4930 NH3P 252 77777 0 050120 2F 000000

COST CODE: A00003080137

AMOUNT: \$121,956.85

CIN 130052828200001: \$121,956.85

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252.204-0002 LINE ITEM SPECIFIC: SEQUENTIAL ACRN ORDER. (SEP 2009)

The payment office shall make payment in sequential ACRN order within the line item, exhausting all funds in the previous ACRN before paying from the next ACRN using the following sequential order: Alpha/Alpha; Alpha/numeric; numeric/alpha; and numeric/numeric.

(End of clause)

**5252.201-9201 DESIGNATION OF CONTRACTING OFFICER'S REPRESENTATIVE (MAR 2006)**

(a) The Contracting Officer hereby appoints the following individual as Contracting Officer's Representative(s) (COR) for this contract/order:

**CONTRACTING OFFICER REPRESENTATIVE**

Name: (b)(6)

Code: H56C0

Phone Number: 808-474-5408

E-mail: (b)(6)

(b) It is emphasized that only the Contracting Officer has the authority to modify the terms of the contract, therefore, in no event will any understanding agreement, modification, change order, or other matter deviating from the terms of the basic contract between the Contractor and any other person be effective or binding on the Government. When/If, in the opinion of the Contractor, an effort outside the existing scope of the contract is requested, the Contractor shall promptly notify the PCO in writing. No action shall be taken by the Contractor unless the Procuring Contracting Officer (PCO) or the Administrative Contracting Officer (ACO) has issued a contractual change.

**ENTERPRISE CONTRACTOR MANPOWER REPORTING APPLICATION (ECMRA)**

The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the Space and Naval Warfare Systems Command (SPAWAR) via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address <https://doncmra.nmci.navy.mil>.



Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk, linked at <http://www.ecmra.mil/>.

For purposes of ECMRA reporting, the Federal Supply Code / Product Service Code applicable to this contract/order is J059.

#### Task Order Options

This task order includes options. These options may be exercised unilaterally by the Government under the authority of FAR 52.217-9 Option to Extend the Term of the Contract, which is included in the basic contract.

## Section J - List of Documents, Exhibits and Other Attachments

## Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Exhibit A	DD Form 1423, Contract Data Requirements List	3	24-SEP-2015
Attachment 1	Performance Work Statement (PWS)	5	25-AUG-2015